

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Kimberly Nicole Lucas

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 5924 Steven View Drive (2) _____
Memphis, TN 38115

PLAN PAYMENT:

Debtor(1) shall pay \$ 112.00 (☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☒ PAYROLL DEDUCTION From: Amazon.com Services Inc OR () DIRECT PAY
ATTN: PAYROLL DEPT.
202 Westlake Avenue N
Seattle, WA 98109

Debtor(2) shall pay \$ _____ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION From: _____ OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☒ YES ☐ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341/meeting.

4. DOMESTIC SUPPORT: Monthly Plan Payment: _____

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins _____ \$ _____
Approximate arrearage: _____ Interest _____ \$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
Royal Furniture (Bedroom set)	\$800.00	6.75	\$16.00

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
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[Retain lien 11 U.S.C. §1325 (a)]

-NONE-

Value of Collateral:

Rate of Interest

Monthly Plan Payment:

\$

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIAL REASONABLE DISPOSAL OF COLLATERAL:

Advance America

Bank of Holly Springs

Collateral: **2005 Ford Expedition**Collateral: **2005 Chevrolet Avalanche****10. SPECIAL CLASS UNSECURED CLAIMS:****-NONE-**

Amount:

Rate of Interest

Monthly Plan Payment:

\$

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None

☐

Not provided for

OR☐

General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

Arbors of Hickory Ridge

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$40,091.00****15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**☐

%, OR,

☒**THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

Acceptance Now

American Car Center

Highland Hills Apartments

☐

Assumes

OR☒

Rejects.

☒

Assumes

OR☐

Rejects.

☒

Assumes

OR☐

Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):****ADVANCE AMERICA:** Collateral (2005 Ford Expedition) is being surrendered in full satisfaction of debt, any claim filed shall be disallowed.**BANK OF HOLLY SPRINGS:** Debtor's interest in collateral (2005 Chevrolet Avalanche) is being surrendered in full satisfaction of debt, any claim filed shall be disallowed (Codebtor will continue paying OUTSIDE of this plan).**ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.****20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ Arthur Ray

Arthur Ray 5173

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date **March 18, 2019**